

This Agreement Will Be Posted to the CPS Internet Website

FOURTH RENEWAL OF LICENSE AGREEMENT

THIS FOURTH RENEWAL OF LICENSE AGREEMENT ("Fourth Renewal") is entered into as of the first day of July, 2015, between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the "**Licensee**"), a body politic and corporate and **SCP PROPERTIES, LLC**, formerly known as **SJP PROPERTIES**, located at 3310 N. Elston Avenue, Chicago, Illinois (the "**Licensor**").

RECITALS

- A. The Licensor was formerly a general partnership in Illinois, known as SJP Properties. The Licensor has reorganized itself as a Limited Liability Corporation and is now doing business as SCP Properties, LLC. SCP Properties, LLC has full ownership rights and title to the land located at 3310 North Elston Avenue, Chicago, Illinois.
- B. The Licensor and the Licensee entered into that certain License Agreement dated as of July 1, 2005, ("**License Agreement**") in which the Licensor and the Licensee agreed that the Licensee could use twenty (20) parking stalls in the north parking lot of property located at 3310 N. Elston Avenue, Chicago, Illinois (the "**Premises**") for the period commencing on July 1, 2005 and terminating on June 30, 2006; and
- C. The Licensor and Licensee further entered into the certain Renewal of License Agreement dated as of July 1, 2006 ("**Renewal Agreement**") pursuant to which the parties extended the Term for the period commencing July 1, 2006 and terminating on June 30, 2009, and that certain Second Renewal Agreement dated as of July 1, 2009 ("**Second Renewal Agreement**") pursuant to which the parties extended the Term for the period commencing July 1, 2009 and terminating June 30, 2012, and that Third Renewal Agreement dated as of July 1, 2012 ("**Third Renewal Agreement**") pursuant to which the parties extended the Term for the period commencing July 1, 2012 and terminating June 30, 2015. The Original Agreement, the Renewal Agreement, the Second Renewal Agreement and the Third Renewal Agreement shall hereinafter be referred to collectively as the "**License Agreement**"; and
- D. The parties hereto desire to renew the License Agreement on the terms and conditions as set forth herein, and not otherwise.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **RENEWAL TERM:** The parties agree that the License Agreement shall be renewed for an additional three (3) year period to commence on July 1, 2015 and to continue through June 30, 2018 ("**Fourth Renewal Term**").

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2. **LICENSE FEE:** The License Fee for the Fourth Renewal Term shall be as follows:

<u>Year</u>	<u>Monthly License Fee</u>	<u>Annual License Fee</u>
07/01/15 to 06/30/16	\$1,412.75	\$16,953.00
07/01/16 to 06/30/17	\$1,412.75	\$16,953.00
07/01/17 to 06/30/18	\$1,412.75	\$16,953.00

3. **TERMINATION FOR CONVENIENCE.** Either party shall have the right to terminate the License for convenience by providing at least ninety (90) days prior written notice of such intent to terminate to the other.

4. **CONFLICT OF INTEREST.** This Agreement is not legally binding on the Licensee if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

5. **INDEBTEDNESS.** Licensor agrees to comply with the Licensee's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.

6. **CONTINGENT LIABILITY.** The School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made. Accordingly, the Licensor agrees that any expenditures beyond the Licensee's then current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget (s).

7. **INSPECTOR GENERAL.** Each party to this License Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

8. **ETHICS.** The Licensee's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time is incorporated into and made part of this Fourth Renewal.

9. **DEBARMENT AND SUSPENSION.** Licensor certifies that it, each of its joint venture members if a joint venture, and each of its subcontractors, if any, is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government. Licensor acknowledges that if performing Services for the Board, Licensor shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.

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10. **FREEDOM OF INFORMATION ACT.** Licensor acknowledges that this License Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this License Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Licensor further acknowledges that this Agreement shall be posted on the Board's Internet website at www.cps.edu.

11. **ENTIRE LEASE.** Except as renewed and amended by this Fourth Renewal, all other terms and conditions of the License are and shall remain unchanged and continue in full force and effect during the Fourth Renewal Term.

12. **COUNTERPARTS AND FACSIMILES.** This Fourth Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Renewal Agreement as of the date set forth at the beginning of this document.

LICENSEE:

Board of Education of the
City of Chicago

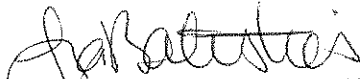
LICENSOR:

SCP Properties, LLC

By:

Name:

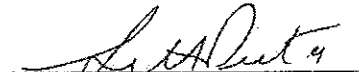
Title:


Liza B. Balistreri,
Director of Real Estate


By:

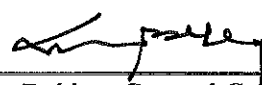
Name:

Title:


SCOTT PEOTA
SOLE MEMBER

COO Report No.: 15-0318-COO6

Approved as to Legal Form: 


James L. Bebley, General Counsel

11-11-11